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idleness will force them to accept lower wages or more onerous conditions; and employees at will may strike, or threaten to strike, with the idea that idleness of the capital involved will force employers to grant better terms. On the other hand, an employer, having locked out his men, will not be permitted, though it would reduce their fighting strength, to coerce their landlords and grocers into cutting off shelter and food; and employees, having struck, will not be permitted, though it might subdue their late employer, to coerce dealers and users into destroying his business.

Recovery of Price of Goods Sold by Monopolistic Combinations.—

The Continental Wall Paper Company is scathingly denounced by the Supreme Court of the United States in *Continental Wall Paper Co. v. Louis Voight & Sons Co.*, 29 Supreme Court Reporter, 280. The plaintiff company was the selling agent of a combination of wall paper manufacturers intended to monopolize trade. The defendants were compelled as jobbers in the wall paper trade to sign an agreement which bound them to buy from plaintiff company all the wall paper needed in their business at certain fixed prices, and not to sell at lower prices than those at which plaintiff sold to dealers other than jobbers. The action was to recover for the price of goods sold to defendants under such agreement. The United States Supreme Court, in excoriating the plaintiff company, adopts the language of the lower court, which epitomizes the whole case: "It may be that the wit of man may yet devise a more complete scheme to accomplish the stifling of competition. But none of the shifts resorted to for suppressing freedom of commerce and securing undue prices, shown by the reported cases, is half so complete in its details. None of the schemes with which this may be compared is more certain in results, more widespread in its operation, and more evil in its purposes. It must fall within the definition of a 'restraint of trade,' whether we confine ourselves to the common-law interpretation of that term, or apply that given to the term as used in the federal act." The recovery was denied because a judgment for the amount sued for would, in effect, aid the execution of the agreements, constituting the illegal combination.

Conflicting Jurisdiction Over River Forming Boundary between States.—

The case of *Nielsen v. Oregon*, 29 Supreme Court Reporter, 383, determines an interesting question relative to fishery rights on the Columbia river, where it forms the common boundary between the states of Oregon and Washington. Under the act of Congress organizing the territory of Washington and the act admitting Oregon into the Union as a state, concurrent jurisdiction was given both states over that part of the Columbia river forming the common boundary. The laws of Oregon prohibit the maintenance of purse nets on the waters of the Columbia river, but there is no such statute

in force in Washington. Notwithstanding the fact that Nielsen held a license from Washington to operate such a net, and was maintaining it on Washington territory in accordance with Washington laws, he was arrested and convicted by an Oregon court of violation of the statute of that state, and his conviction affirmed by the Oregon Supreme Court, 95 Pacific Reporter, 720. He then appealed to the Supreme Court of the United States. It reversed the judgment of the state court, and held that one state could not prosecute a citizen of another state for doing an act in that state under its authority and in accordance with its laws.

Effect of Bankruptcy of Holder of Liquor License.—The holder of a liquor license was adjudged a bankrupt, and defendant in *Barnard v. State*, 48 Southern Reporter, 483, became the purchaser of the liquors at a sale under direction of the bankruptcy court. After the purchase, defendant sold the liquors to the licensee, taking a mortgage to secure the purchase money. It was agreed that defendant should manage the business for his own security, until the purchase price was paid. Defendant was indicted for selling liquors without a license. The license being a personal permit and unassignable, of course, could not afford protection to another than the licensee or his personal representative. The bankruptcy, it was said, had no effect to cancel the license, and it was proper for the licensee to carry on his business under the license subsequent to the adjudication of his bankruptcy. Considering the entire transaction, it was held by the Alabama Supreme Court that defendant was, in effect, an employee of the licensee to conduct the business under the license until the purchase price was paid.

Assignment of Copyright to Author by Publisher.—It appeared in the case of *Dam v. Kirke La Shelle Co.*, 166 Federal Reporter, 589, that complainant, suing to restrain infringement of the copyright on one of his stories, had originally sold it to a publishing company, which published it with other articles in a copyrighted number of a magazine. Some time later on the company assigned back to the author its copyright on the magazine so far as it covered this particular story. Plaintiff thereupon brought action against defendants for infringement by a dramatization of his production. The United States Circuit Court held that the necessary steps for obtaining a copyright were taken by filing with the librarian of Congress the title page of the magazine and complying with the other provisions of the copyright statute, without the necessity of filing any copy of the title of each separate article published in the magazine. The original sale to the company by the author gave it full authority to take out a copyright, and its retransfer vested in him the right to sue for infringement.